LIEBHERR

2022 Commercial Agreement between **Liebherr-France SAS** and **Liebherr Machinery (Dalian) Co., Ltd**

Note:

LFR refers to Liebherr-France-SAS
LMD refers to Liebherr Machinery (Dalian) Co., Ltd
LMS refers to Liebherr (China) Co., Ltd

1. Completely built-up unit orders (CBU)

1.1 Liebherr (China) Co., Ltd.

The machines produced by LMD sold directly to LMS will be subjected to a license fee to be credited to LFR under the following conditions:

Type	Royalties to LFR	Transfer Price LMD to LMS
R 920 – G5-D	[redacted]	
R 922 – G5-D		
R 924 – G5-D		
R 925 – G5-D		
R 926 – G7-D		
R 928 – G7-D		
R 930 – G7-D		
R 934 – G7-D		
R 938 – G7-D		
R 945 – G7-D		

1.2 Export market

As of **January 1st, 2022** the transfer prices for excavators produced by LMD to LFR are as follow. This statement is valid for complete machines (Basic machine + Boom + stick).

For the machines exported outside People's Republic of China, the transfer prices are calculated based on the LIAS-online price list with the following discount:

Type	Currency	Discount
R 920 – G5-D	USD	[redacted]
R 922 – G5-D	USD	
R 924 – G5-D	USD	
R 925 – G5-D	USD	
R 926 – G7-D	EUR	
R 928 – G7-D	EUR	
R 930 – G7-D	EUR	
R 934 – G7-D	EUR	
R 938 – G7-D	EUR	
R 945 – G7-D	EUR	

1.3 General Terms

Delivery terms: FCA LMD

Terms of payment: 30 days after date of invoice.

Validity: These conditions are valid for new orders received from **January 1st 2022** until notification.

Warranty terms LMS: [redacted]

Warranty terms LFR:

2. Loose orders

2.1 Liebherr (China) Co., Ltd.

Loose order sold directly to LMS are managed by LMD, i.e. price, lead time and bill of material.

LMD will consider following discount based on the Lias Gross Price of the Retrofit:

Type	Discount
R 920 – G5-D	[redacted]
R 922 – G5-D	
R 924 – G5-D	
R 934 C – G3-D	
R 944 C – G3-D	
R 944 C SME – G3-D	
R 926 – G7-D	
R 930 – G7-D	
R 934 – G7-D	
R 938 – G7-D	
R 945 – G7-D	

2.2 Export market

Loose order sold to the export market are managed by LFR.
Bills of material and deliveries per single item are communicated by LMD To LFR directly.

LMD will consider following overhead rates based on the purchase prices for parts included in the scope of supply for loose orders, which is: [redacted]

2.3 General Terms

Terms of Warranty, Payment, validity and Incoterms are equivalent to the complete built up machine conditions.

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3. Orders of CKD

LMD will consider following overhead rates based on the purchase prices for parts included in the scope of supply for CKD's, which is: [redacted]

Delivery terms:	FCA LMD
Terms of payment:	30 days after date of invoice.
Validity:	These conditions are valid for new orders received from **January 1st 2022** until notification.
Warranty terms LFR:	[redacted]

Best regards,

LIEBHERR-FRANCE SAS
Managing Director

LIEBHERR-FRANCE SAS
Managing Director

LIEBHERR MACHINERY (DALIAN) CO., LTD
Managing Director

LIEBHERR MACHINERY (DALIAN) CO., LTD
Managing Director

LIEBHERR

Liebherr-France SAS

Pelles hydrauliques
Hydraulic Excavators
Hydraulikbagger

Liebherr-France SAS · B.P. 90287 · 68005 Colmar Cedex

LIEBHERR- Machinery (Dalian) Co., Ltd.

No. 30 Wanli Street
116600 DALIAN
P.R.C.

Colmar October 7th, 2022

Subject: ***Sales conditions for excavators produced by Liebherr Machinery (Dalian) Co., Ltd to Liebherr-France SAS***

Dear M

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LIEBHERR-FRANCE SAS
Managing Director

LIEBHERR-FRANCE SAS
Managing Director

Liebherr Machinery (Dalian) Co., Ltd
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